

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

FAROUK SYSTEMS, INC., §
§
Plaintiff, §
§
v. § CIVIL ACTION NO. H-11-2499
§
ERIC WHITE, et al., §
§
Defendants. §

FINAL JUDGMENT

In accordance with the court's Order granting Plaintiff's Motion for Summary Judgment, the court **ORDERS, ADJUDGES, and DECREES** that pursuant to 15 U.S.C. § 1117(c)(2), plaintiff is awarded statutory damages in the amount of One Hundred Thousand Dollars (\$100,000.00) per infringement of each of the three trademarks CHI®, FAROUK®, and GLOBAL BEAUTY® for a total award of statutory damages in the amount of Three Hundred Thousand Dollars (\$300,000.00) from defendant Hector Ramos. Plaintiff is also awarded post-judgment interest at the rate of .18% per annum from the date of entry of this Final Judgment.

It is further **ORDERED, ADJUDGED, and DECREED** that:

1. Defendant Hector Ramos is permanently enjoined from importing, advertising, promoting, representing, offering for sale, or selling any hair care product bearing, displaying, or advertising under: (a) the trademark CHI; (b) the trademark CHI of

U.S. Trademark Registration No. 2,660,257; U.S. Trademark Registration No. 3,107,769; U.S. Trademark Registration No. 3,426,769; and/or of U.S. Trademark Application Serial No. 76/512,597; (c) the trademark ULTRA CHI of U.S. Trademark Registration No. 3,331,008 and U.S. Trademark Registration No. 3,341,114; (d) the trademark CHI NANO of U.S. Trademark Registration No. 3,387,588; (e) the trademark FAROUK of U.S. Trademark Registration No. 3,776,265; (f) the trademark GLOBAL BEAUTY of U.S. Trademark Registration No. 3,743,832 (collectively, the "Farouk Systems Trademarks"), unless such hair care products are obtained by defendant Hector Ramos from Farouk Systems, Inc.

2. Defendant Hector Ramos is permanently enjoined from importing, advertising, promoting, representing, offering for sale, or selling any hair care product as being sponsored by, associated with, affiliated with, or connected to Farouk Systems, Inc., unless such hair care products are obtained by defendant Hector Ramos from Farouk Systems, Inc.

3. Defendant Hector Ramos is permanently enjoined from representing to the public that he is authorized by Farouk Systems, Inc. to import, promote, advertise, sell, or offer for sale any hair care product bearing, displaying, or advertised under the Farouk Systems Trademarks; and

4. Defendant Hector Ramos is permanently enjoined from importing, advertising, promoting, selling, offering for sale, or

in any other way representing to the public that any hair care products, not originating from Farouk Systems, Inc., are associated with, sponsored by, connected with, or affiliated with Farouk Systems, Inc.

It is further **ORDERED, ADJUDGED, and DECREED** that this Final Judgment is binding on defendant Hector Ramos, his representatives, successors, and assigns.

This is a **FINAL JUDGMENT.**

SIGNED at Houston, Texas, on this 17th day of October, 2012.



SIM LAKE
UNITED STATES DISTRICT JUDGE